



Gulf County, Florida
1000 Cecil G. Costin Sr., Blvd.
Port St. Joe, FL 32456

RFP # 0910-22
September 23, 2010

Emergency Medical Transport Billing and Collection Services

SECTION 1 – INTRODUCTION AND INFORMATION

1.0 – PURPOSE:

- 1.1 The Gulf County Board of County Commissioners is actively seeking proposals from qualified Emergency Medical Transport Billing and Collection Services, hereinafter referred to as the “Vendor”, to provide Emergency Medical Transport Billing and Collection Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

2.0 – SCOPE:

- 2.1 The Gulf County Board of County Commissioners, Emergency Medical Services transports individuals from incident scenes to health care facilities in county-owned emergency medical transport vehicles. Transported individuals are charged a transport fee, a mileage fee, an oxygen administration fee, and also fees as applicable for IV solutions, cardiac monitor, cervical collar and/or backboard, intubation, medications, etc.
- 2.2 The vendor shall be responsible for the invoicing, collection, generation of any and all insurance forms and filings, record maintenance and reports related to these transport fees.

3.0 – USE OF BILLING INFORMATION:

- 3.1 The successful Proposer will use the collected billing information only as the basis for:
 - 3.1.1 Billing the transported individual, Medicare, Medicaid, insurance companies or other appropriate third party payors for services provided.
 - 3.1.2 Preparing the required management and financial reports including information on delinquent accounts.

4.0 – SERVICES TO BE PROVIDED BY VENDOR:

- 4.1 Mail an invoice to each transported individual at the current prevailing rate for transportation services.
- 4.2 File all insurance claim forms for all patients based upon information received from the patient or obtained from vendor research.
- 4.3 Provide required paperwork to Medicare, Medicaid, insurance companies or third party payors, electronic processing preferred.
- 4.4 Mail, or electronically process, copies of invoices to patients, Medicare, Medicaid, insurance companies or other third party payers, as necessary.
- 4.5 Mail follow-up invoices to patients until the account is paid in full or turned over to the vendor selected collection agency.
- 4.6 How will the Vendor follow-up with patient or patient’s third party for collection of the receivables? Will Vendor retain an account if payments are being made pursuant to an agreed upon schedule? Will the receivable

be turned over to the vendor's collection agency, when payment activity ceases or if the vendor deems it appropriate to turn the receivable over at an earlier date?

- 4.7 Re-file Medicare, Medicaid or insurance claims, as stated by Vendor to obtain payment.
- 4.8 Post all payments as received directly or electronically.
- 4.9 Vendor to provide the county with a maximum, monthly, reports reflecting all new placements from the county, all accounts that are currently active with the vendor, the vendor's collection results, reports of accounts placed with the collection agency, aging reports reflecting the county's receivable in an aged format.
- 4.10 Negotiate and agree upon modified pay out schedules within county established guidelines for those individuals unable to remit the full amount when initially billed.
- 4.11 Vendor to provide the county with a listing of all accounts past due (except where a modified pay-out schedule has been arranged), including all pertinent facts regarding the accounts. Accounts past due may be withdrawn from the vendor and turned over to the vendor's designated collection agency for additional collection efforts.
- 4.12 The successful Proposer must provide the county with an independent audit report regarding the vendor's adequacy of and compliance with their internal controls.
- 4.13 Any other services as agreed to between the parties, in order to effectively collect all fees.
- 4.14 It shall be the responsibility of the vendor to provide:
 - 1) All invoices and related insurance forms with remittance advice.
 - 2) Return envelopes with the address to be designated by the Gulf County Board of County Commissioners. Window envelopes are acceptable to satisfy this requirement.
 - 3) Postage for the mailing of all said invoices and forms.
- 4.15 The invoices shall contain the following information:
 - 1) Account Number
 - 2) Invoice Number
 - 3) Invoice Date
 - 4) Name of Patient
 - 5) Name of responsible person, if different from patient
 - 6) Complete address
 - 7) Date of the transport
 - 8) Cost of the transport including cost breakdown as applicable (Mileage, Oxygen, I.V., Cardiac Monitor, Cervical Collar & Backboard, Intubation, and Medications)
 - 9) Incident Number
 - 10) Transport mileage from and to
 - 11) Location patient transported
 - 12) Insurance coverage and instruction, if applicable
 - 13) Billing inquiry telephone number – "800" phone number if not local

- 4.16 The vendor will accept credit cards (example: Visa, Master Card, American Express, etc.), checks or money orders and remit these payments to the county.
- 4.17 Respond to all patients' request and inquiries, either written or verbal, in TIMELY and courteous manner.
- 4.18 Comply with all applicable Federal, State and local laws as they apply to the services being provided, such as but not limited to the Federal Debt Collection Practices Law. This further includes all requirements to maintain confidentiality for all medical and patient information as related to state and local laws or rules and regulations as well as the Health Insurance Portability and Accountability Act of 1996.
- 4.19 Will maintain any and all documentation records and patient information in a safe and secure manner that will allow inspection and audit by the county or its agents upon proper notification; will implement and maintain backup and recovery procedures and policies consistent with the Government Finance Officers Association (GFOA) recommendations, see website link:
- <http://www.gfoa.org/committees/caafr/documents/RP9-Computerdisasterrecovery.doc>
- 4.20 Agrees to provide and furnish all material and personnel required for the performance of the Agreement.
- 4.21 Agrees to make every effort to locate and correct any incorrect billing address for billable patients.
- 4.22 Agrees to maintain a working arrangement with all county serviced hospitals including Business Associates Agreement. Electronic Access with hospitals preferred.
- 4.23 Vendor agrees to include periodically mailing a citizen satisfaction survey if requested by County.
- 4.24 Vendor agrees to refund patient or insurance company refunds and agrees to all applicable Florida Statutes.
- 4.25 Vendor must provide the county with a refund request including all pertinent information relating to refund payments to patients and/or insurance companies. (Vendors will describe procedure in their proposal submittal.)
- 4.26 Vendor will provide an assigned and readily available customer service liaison for the county to contact with any question or customer matters that may arise.
- 4.27 Vendor agrees to provide detailed customized reports in Excel format upon request. These will include but are not limited to, customer status reports, payment reports and aged accounts receivable reports, received on a monthly basis. Any reports not listed in these specifications will be requested in writing by the county and received upon approval/availability of the vendor.
- 4.28 Vendor agrees to provide an Excel formatted report to all customers' accounts and balances being forwarded to the vendor's collection agency.

5.0 – RESPONSIBILITIES OF THE COUNTY:

- 5.1 The county/EMS will provide a copy of the EMS Report for each EMS transport in a timely manner.

- 5.2 The county/EMS will make every reasonable effort to obtain the proper billing address for all billable patients prior to forwarding to the vendor.
- 5.3 The county/EMS will provide a copy of all payment documents and any other correspondence that may be received by county/EMS related to EMS service as define within this Proposal.
- 5.4 The county/EMS will provide written definitive procedures regarding any special county policies for billings, collections, discounts, adjustments, courtesies, refunds, cut-off dates, and so forth. Any changes to these procedures will be in writing.
- 5.5 The Gulf County Board of County Commissioners will agree to use the successful firm for all medical billings exclusively for the service specified as long as the contract agreement is in force.
- 5.6 The Gulf County Board of County Commissioners will comply with all Federal, State, and local laws, rules, and regulations as applicable to the services being contracted.

6.0 – REQUIRED USE OF ELECTONIC FILING:

- 6.1 All Proposers must be currently filing Medicare and Medicaid Claims electronically and must transmit Medicare claims via the required National Standard Format (NSF). Where appropriate, all private insurance claims shall be filed electronically.

7.0 – STAFFING REQUIREMENTS:

- 7.1 The Gulf County Board of County Commissioners estimates transport of approximately 1,700 patients annually. This number may increase in the future. The successful Proposer is required to have an adequate number of employees necessary to perform activities related to the billing and collection of medical bills.
- 7.2 No warranty or guarantee is given or implied as to the total amount of transports as a result of this contract. The quantities stated in this Request are estimates of annual usage, to be used for proposal comparison purposes only.

8.0 – PROPOSER’S REQUIRED NUMBER OF YEARS IN BUSINESS/ELIGIBILITY:

- 8.1 To ensure that the successful Proposer has a proven record of service and experience, the successful Proposer’s company is required to have been operating the same business entity for a minimum of three (3) years and been successful in the business of billing and collecting fees for medical related services or Emergency Medical Transportation Services actively and continuously for a minimum of three (3) years, have satisfactory financial support, required equipment, and organization sufficient to ensure that they can satisfactorily provide the services if awarded a contract.
- 8.2 Vendor shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

9.0 – FEE FOR SERVICES:

- 9.1 The Proposer's fee for services (non-Medicaid) to be provided will be a percentage of actual dollars collected during the previous month. Each Proposer must submit a single PERCENTAGE FEE for non-Medicaid accounts and single fee for Medicaid accounts with their proposal. This same fee will remain firm and fixed for the term of this agreement, that is the initial twenty-four (24) month contract period and each of the two (2) two (2) year renewal periods.

Therefore, each Proposer should give consideration to their possible cost increases during a potential six (6) year contract period and possible increases in transport fees, as no price adjustments will be allowed during the renewal periods.

10.0 – REQUIRED MANAGEMENT REPORTS:

- 10.1 The successful Proposer must provide the county with a series of reports to show management and financial information. The following list of reports is the required minimum:

10.2 Collection Statistics:

Gross billing by date of incident (transport) month and the related collections to date. Gross billings should not be reduced for returned mail, bad debts or authorized write-offs. The required format would have a minimum of four (4) columns as follows:

- 1) Transport Month
- 2) Gross billed in transport month
- 3) Total collected in transport month
- 4) Percent collected (2 & 3)

10.3 Insurance Report:

The portion of actual collections and the accounts receivable, detailed by self, Medicare, Medicaid and private insurance.

10.4 Monthly Payment Report:

The payments posted to the accounts receivable in batch deposit order during the month. The report must show the following information, as a minimum:

- 1) Patient Number
- 2) Patient Name
- 3) Patient complete address
- 4) Patient total amount billed
- 5) Payment amount and type
- 6) Batch total on each batch number
- 7) Grand total of all monthly payments

10.5 Monthly Collection Summary:

The monthly payments in 11.4 above by original transport month. The columns will be:

- 1) Incident Month
- 2) Collected this month

10.6 Total Billings by Incident Month:

The cumulative number of gross billings for each incident (transport) month.

10.7 Accounts Receivable:

An aged report of the amount owed by all transported patients at the end of the month. The format will be:

- 1) Gross billings since inception
- 2) Less: Payments since inception
- 3) Less: county approved adjustments and write-offs since inception
- 4) Ending balance of accounts receivable

10.8 Adjustments and Write-Offs:

The detail of (3) above. The report must show:

- 1) Patient Number
- 2) Patient Name
- 3) Adjustment or write-off payment

10.9 Other – Additional Reports as may be required:

- 1) Transports by county vehicle unit #
- 2) Transports by Hospital
- 3) Patient demographic information

11.0 – INFORMATION/CLARIFICATION:

- 11.1 Requests for additional information or questions concerning this RFP must be made in writing to Lynn Lanier, Deputy Administrator. Questions may be faxed to (850)229-9252 or emailed to llanier@gulfcountry-fl.gov. Material changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum.

12.1.1 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL: Any inquiry or request for interpretation received by 4:30 PM on October 4, 2010 will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum to be issued on October 5, 2010, if necessary. Addenda changes shall be posted on the county website (www.gulfcountry-fl.gov) no later than 10-5-2010 at 5:30 p.m., E.T. If no addenda changes are made, such will be stated on the website on 10-5-2010 as well. Each

prospective Offeror shall acknowledge receipt of such addenda. It is the responsibility of each prospective Offeror to verify that he has received all addenda issued before proposals are due.

- 11.2 There will be a pre-bid conference held on September 30, 2010 at 1:30 p.m., E.T. at 1000 Cecil G. Costin Sr., Blvd., Port St. Joe, Florida, in the Robert M. Moore Administration Building, Room 307, Conference Room. This conference is not mandatory, any and all addenda changes will be put into writing after this meeting.

12.01 – REQUEST FOR PROPOSAL SCHEDULE:

RFP Released	09/23/2010
Pre-Bid Conference	09/30/2010 (1:30 PM)
Last date to submit questions	10/04/2010 (4:30 PM)
Addendum issued (if necessary)	10/05/2010
Proposal Submissions due	10/8/2010 (4:30 PM)
Proposals Opened	10/11/10 (10:00 AM)
Review and evaluation	week of 10/11/2010
Interviews (if necessary)	week of 10/18/2010
Commission Award	10/26/2010
Anticipated contract start date	11/01/2010

*All dates are subject to change at the county's discretion

End Section 1

SECTION 2 – SPECIAL CONDITIONS

13.0 – EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION RIGHTS:

- 13.1 Vendor shall have exclusive right in the collection of Emergency Medical Transport Billing and collection and during the designated period, except as otherwise noted herein.

14.0 – INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

- 14.1 The initial contract shall be for a period of twenty-four (24) months, starting upon execution of the agreement, and terminating twenty-four (24) months from that date. In addition, the county reserves the right to renew the contract for two (2) additional two (2) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Gulf County Board of County of Commissioners provided that the contract can be terminated by the county without cause on thirty (30) days notice and the vendor shall receive payment only to the date of termination.
- 14.2 **CONTRACT CONTINUITY:** In the event services are scheduled to end either by contract expiration or by termination by the Gulf County Board of County Commissioners (the county's discretion), it shall be incumbent upon the Vendor to continue the service, if requested by the county, until new services can be completely operational. At no time shall this transition period extend more that ninety (90) days beyond the expiration date of the existing contract.

15.0 – ASSIGNMENT:

- 15.1 The Vendor agrees that he will not assign any portion of this agreement without written permission of the Gulf County Board of County Commissioners.

16.0 – SUSPENSION:

- 16.1 Should at any time during the term of this contract, including any option terms, the Vendor is in violation of any of the terms and conditions of this contract, the county shall have the right to suspend the Vendor until the violation is resolved to the satisfaction of the county. If the violation is not promptly resolved or is of such serious nature that the county determines that suspension is not adequate, the county reserves the right to terminate for cause.
- 16.2 In the event a Vendor is terminated, the county may assign the contract to another Vendor, or seek a new Vendor, until the contract is re-bid, or until the end of the contract term then in effect, at its sole option.

17.0 – BENEFITS FROM CONTRACT:

- 17.1 The Vendor shall not engage directly or indirectly without prior written county approval, in the provision of health care insurance business. If the Vendor has any interest in health care insurance businesses, he shall so state in his proposal, and list the specifics. If during the term of the contract, including any option term, Vendor acquires an interest in health care insurance; he shall immediately notify the county in writing. Failure to do so could result in termination for cause. Further, Vendor shall not release the names of person receiving services to third parties without the county's written permission.

18.0 – COMPLAINTS AND DISPUTES:

- 18.1 All complaints concerning misconduct on the part of the Vendor or disputes between county staff and the Vendor will be referred to the County Administrator or his designee, who shall conduct investigations and inquiries, including discussions with the Vendor and involved staff. The determinations of the County Administrator or designee shall be binding upon the parties, and failure of the Vendor to follow any such determination could be considered a material breach and subject the Vendor to termination for cause. The Vendor agrees that any complaints received by the county concerning misconduct on the part of the Vendor, such as excessive charges, poor business practices, etc., will be referred to the office of the County Administrator for appropriate action. The Vendor agrees to make any complaints concerning the County available to the office of the County Administrator for action as required.

19.0 – REQUIRED LICENSING:

- 19.1 The Vendor shall at all times have all necessary State, County, City, and local licenses and permits as may be required to operate this type of business.

20.0 – VARIANCES:

- 20.1 While the county allows Vendors to make variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.
- 20.2 No proposal containing material variances to the following RFP Sections will be considered responsive.

21.0 – COMPLIANCE WITH ALL LAWS:

- 21.1 Vendor shall comply with all Federal, State, and local laws in undertaking responsibilities pursuant to this contract.

End Section 2

SECTION 3 – CONSIDERATION OF AWARD

22.0 – CONSIDERATION FOR AWARD/AWARD PROCEDURES:

- 22.1 Evaluation of the proposals will be conducted by an evaluation committee of qualified county staff, or other persons selected by the county. The committee will evaluate all responsive proposals received from Offerors who meet or exceed the eligibility requirements contained in the RFP based upon the information and references contained in the proposals as submitted and, if necessary, an inspection of the Offeror's facilities, equipment, record keeping procedures, and staff.
- 22.2 The committee may conduct discussions, for clarification purposes only, with the responsive and responsible Offerors and rank the proposals in accordance with the criteria contained below. A firm and final contract with the first ranked proposal resulting from this process will be negotiated and that Vendor will be recommended to the Gulf County Board of County Commissioners for award.
- 22.3 The county reserves the right to award the contract to that Offeror who will best serve the interest of the county. The county reserves the right, based upon its deliberations and in its sole opinion, to accept or reject any or all proposals. The county also reserves the right to waive minor irregularities or variations to the specification and in the bidding process.
- 22.4 The following evaluation criteria will be used:
- 1) Fee, as proposed. Lowest fee will receive highest score. Score for higher fees will be adjusted proportionally to the increase. Percentage fee and Medicaid fee will be scored separately and then a weight average (based on collections) will be used to determine the final score.
Maximum points available are 0-30
 - 2) Ability of the Offeror to provide the required services in regards to the requirements of equipment and software, pricing, competency of staff,, and variances taken to RFP terms, conditions, and specifications.
Maximum points available are 0-20
 - 3) Experience, references, qualifications, and past performance of the Offeror, owners and officers, and persons who will be directly involved managing the service on a daily basis.
Maximum points available are 0-30
 - 4) Method of Collection, Billing, Policies and Procedures of the Offeror. The overall best management practices that comply with the county needs.
Maximum points available are 0-20

Total points available are one hundred (100) points

Proposals may be shortlisted to a total of five. These shortlisted proposals may or may not be selected for an interview prior to a recommendation being presented to the Gulf County Board of County Commissioners. As the best interest of the county may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

End Section

SECTION 4 – STANDARD TERMS AND CONDITIONS

23.0 – SUBMISSION OF PROPOSALS:

- 23.1 Proposals must be typed or printed in ink. All corrections to prices made by the Offeror must be initialed.
- 23.2 Proposals must contain a manual signature of the authorized representative of the Offeror. The address and telephone number for communications regarding the Proposal must be shown.
- 23.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 23.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 23.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior “**PROPOSAL FOR EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION SERVICES FOR GULF COUNTY, FLORIDA, RFP# 0910-22**”, and shall state the name and address of the Offeror and shall be accompanied by any other required documents.
- 23.6 All Proposals received from Offerors in response to the Request for Proposal will become the property of Gulf County and will not be returned to the Offerors. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the county.

24.0 – QUALIFICATIONS OF OFFERORS:

- 24.1 Each Offeror shall complete the Qualifications Statement and submit the same with the proposal. Failure to submit the Qualifications Statement and the documents required there under with the proposal may constitute grounds for rejection of the proposal.
- 24.2 As a part of the proposal evaluation process, the Gulf County Board of County Commissioners may conduct a background investigation, including a record check by the Gulf County Sheriff’s Office of the Offeror. Offeror’s submission of a proposal constitutes acknowledgement of the process and consent to such investigation.
- 24.3 The Gulf County Board of County Commissioners reserves the right to make a pre-award inspection of the Offeror’s facilities and equipment prior to award of the contract.

25.0 – MISTAKES:

- 25.1 Offerors are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Offeror to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.

26.0 – RESERVATIONS FOR AWARD AND REJECTION OF PROPOSALS:

- 26.1 The county reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.
- 26.2 The county reserves the right, in the event the selected Vendor does not perform satisfactorily, to award a trial period to the next ranked Offeror or to award a contract to the next ranked Offeror. This procedure to continue until an Offeror is selected or the contract is re-bid, at the sole option of the county.

27.0 – LEGAL REQUIREMENTS:

- 27.1 Applicable provisions of all Federal, State, County, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a bid response hereto and the county by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by an Offeror shall not constitute a cognizable defense against the legal effect thereof.
- 27.2 The Legal Advertisement, Notice of Invitation to Bid, General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.

28.0 – TERMINATION FOR CAUSE:

- 28.1 If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Vendor shall violate any of the provisions of the agreement, the county may upon written notice to the Vendor, terminate the right of the Vendor to proceed under this agreement or with such part or parts of the agreement as to which there has been a default, and may hold the Vendor liable for any damages caused to the county by reason of such default and termination. In the event of such termination, any completed services performed by the Vendor under this agreement shall, at the option of the county, become the county's property and the Vendor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the county. The Vendor, however, shall not be relieved of liability to the county for damages sustained by the county by reason of any breach of the agreement by the Vendor, and the county may withhold any payments to the Vendor for the purpose of setoff until such time as the amount of damages due to the county from the Vendor can be determined.

29.0 – TERMINATION FOR CONVENIENCE OF COUNTY:

- 29.1 Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the county may without cause and without prejudice to any other right or remedy, terminate the agreement for the county's convenience whenever the county determines that such termination is in the best interest of the county. Where the agreement is terminated for the convenience of the county, the notice of termination to the successful bidder will state that the contract is being terminated for the convenience of the county under the termination clause and the extent of the termination.

30.0 – SUBMISSION AND RECEIPT OF PROPOSALS:

- 30.1 To receive consideration, proposals must be received prior to the RFP opening date and time. Unless otherwise specified, Offerors should use the proposal forms provided by the county. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected. Any erasures or corrections on the proposal must be made in ink and initials by Offeror in ink. All information submitted by the Offeror shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the county in separate sealed envelopes properly marked. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified.
- 30.2 Proposals will be publicly opened in the Gulf County Clerk's Office, 1000 Cecil G. Costin Sr., Blvd., Room 148, Port St. Joe, Florida 32456, in the presence of Offerors, the public and county staff. Offerors and the public are invited and encouraged to attend RFP openings. Proposals will be tabulated and made available for review by Offerors and the public in accordance with applicable regulation.

31.0 – SPECIAL CONDITIONS:

- 31.1 Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

32.0 – NO BIDS:

- 32.1 If you do not intend to bid please indicate the reason such as, insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason in the space provided in the RFP. Failure to bid or return No Bid comments prior to the RFP due and opening date and time indicated in this RFP, may result in your firm being deleted from future notification of bids.

33.0 – BIDS FIRM FOR ACCEPTANCE:

- 33.1 Offeror warrants by virtue of bidding, that this proposal and the prices quoted in this proposal will be firm for acceptance by the county for a period of ninety (90) days from the date of RFP opening unless otherwise stated in the RFP.

34.0 – RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE:

- 34.1 The Vendor shall maintain and preserve during the term of the contract, all books of account, reports and records, in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Vendor agrees to make available to the county's designated representative, during normal business hours and in Gulf County, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of audit findings.

35.0 – PUBLIC RECORDS:

- 35.1 Florida Law, Section 119.01, F.S., The Public Records Law, provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the county in connection with a Request for Proposal response shall be deemed to be public records subject to public inspection upon award, rejection for award, or ten (10) days after proposal opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Offeror believes any of the information contained in his or her response is exempt from the Public Records Law, then the Offeror, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the county will treat all materials received as public records.
- 35.2 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

36.0 – PROHIBITION OF INTEREST:

- 36.1 No contract will be awarded to an Offeror who has county elected officials, officers or employees affiliated with it, unless the Offeror has fully complied with current Florida State Statutes and county ordinances relating to this issue. Offerors must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Offeror and prohibition from engaging in any business with the county.

37.0 – INDEMNIFICATION AND HOLD HARMLESS:

- 37.1 Vendor shall, in addition to any other obligation to indemnify Gulf County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Gulf County, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged;
- A. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting or claims to have resulted in whole or in part from any actual or alleged act or omission of the Vendor, any sub vendor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
 - B. Violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Vendor in the performance of the work; or
 - C. Liens, claims or actions made by the Vendor or any sub vendor or other party performing the work.
 - D. Any claims of whatsoever nature related to collection practices or any actions of contradictory pursuant to this contract or in the attempt to collect monies due or claimed to be due to the county.

38.0 – DISCRIMINATION:

- 38.1 Vendor agrees that in the performance of any provisions of this agreement, not to discriminate or permit discrimination in the hiring practices of Vendor or in the performance of the Vendor on the basis of race, gender, religion, political affiliation or national origin. The Vendor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

39.0 – AGREEMENTS OUTSIDE THIS AGREEMENT:

- 39.1 This agreement contains the complete agreement concerning the Vendor arrangement between the parties and shall as of the effective date of this agreement supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or its execution and duly accept such representations as are specifically set forth in this agreement. Each of the parties to this agreement acknowledges that it has relied on its own judgment in entering into this agreement.

40.0 – MODIFICATION OF THIS AGREEMENT:

- 40.1 No waiver or modification of this agreement or any covenant, condition, or limitation, contained in this agreement shall be valid unless in writing and duly executed by all parties. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement or the rights and obligations of the parties unless such waiver or modification is in writing and duly executed. The parties hereto do acknowledge and agree that time is of the essence relative to the performance of any term, condition, or covenant herein. In the event any litigation or other action shall arise from this agreement, the prevailing party shall be entitled to reasonable attorney's fees and all costs and expenses, including attorney's fees and all costs and expenses for any court proceedings relative to the disposition of any issues arising under this agreement.

41.0 – NO CONTINGENT FEE:

- 41.1 Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the agreement. For the breach or violation of this provision, the county shall have the right to terminate the agreement without liability at its discretion.

42.0 – VENUE/SEVERABILITY:

- 42.1 Venue shall be in Gulf County, Florida, with respect to any and all actions which may be brought now or hereafter in connection with this agreement. In the event that any portion, provision, term or condition of this agreement shall be found to be unconstitutional or illegal in any way, it shall be deemed severed and the remainder of the agreement shall remain in full force and effect.

43.0 – VARIANCES:

- 43.1 For purposes of Proposal evaluation, Offerors must indicate any variances, no matter how slight, from RFP General Conditions, Special Conditions, Specifications or Addenda in the space provided in the RFP. No variations or exceptions by an Offeror will be considered or deemed a part of the Proposal submitted unless such variances or exceptions are listed in the RFP and referenced in the space provided on the proposal or service fully complies with the county's terms, conditions, and specifications.
- 43.2 By receiving a proposal, the county does not necessarily accept any variances contained in the RFP. All variances submitted are subject to review and approval by the county. If any Proposal contains material variances that, in the county's sole opinion, make that Proposal conditional in nature, the county reserves the right to reject the Proposal or part of the Proposal that is declared, by the county as conditional.

44.0 – VENDOR'S RELATION TO THE COUNTY:

- 44.1 It is expressly agreed and understood that the Vendor is in all respects an independent Vendor as to work, and that the Vendor is in no respect an agent, servant or employee of Gulf County. This contract specifies the work to be done by the Vendor, but the method to be employed to accomplish this work shall be the responsibility of the Vendor, unless otherwise provided in the contract, subject to approval by the county.
- 44.2 Vendor and the employees of the Vendor are not entitled to any of the benefits that the county provides for the county's employees.

45.0 – COMPLIANCE WITH LAWS:

- 45.1 This agreement shall be governed by all Federal, State, and local laws, regulations, ordinances, or other standards as amended from time to time and as set by any other regulatory agency. This is including, but not limited to, any and all municipal regulations or any other regulations which may govern the county as a municipality of the State of Florida.

46.0 – PUBLIC ENTITY CRIMES INFORMATION STATEMENT:

- 46.1 A person or affiliate who has been placed on the Convicted Vendor List following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a vendor, supplier, sub vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

47.0 – NON-COLLUSIVE AFFIDAVIT:

- 47.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The county considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

End Section 4

SECTION 5 – REQUIREMENTS OF THE PROPOSAL

Proposal Identification: Indicated on the face of your sealed proposal envelope is the following:

EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION SERVICES RFP #0910-22

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by an Offeror to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Sealed proposals will be received by the Gulf County Clerk of Court Office, 1000 Cecil G. Costin Sr., Blvd, Rm 148, Port St. Joe, Florida 32456, until 4:30 PM, ET, October 8, 2010. Proposals will be opened at 10:00 AM, ET at the same location on October 11, 2010.

The proposal shall be signed by a representative who is authorized to contractually bind the Vendor.

OFFERORS MUST SUBMIT ONE ORIGINAL PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS IN A SEALED ENVELOPE AND IDENTIFIED WITH THE FOLLOWING INFORMATION:

“RFP # 0910-22

EMERGENCY MEDICAL TRANSPORT BILLING AND COLLECTION”

Proposal Pages are as follows:

Required Forms: **Proposal Submission Statement**
 Proposal Price/Fee Schedule
 Sworn Statement Regarding Public Entities Crime
 Non-Collusion Affidavit
 References/Qualifications
 Collections and Billing Methodology

Attachments to your proposal

PROPOSAL SUBMISSION STATEMENT
Gulf County Board of County Commissioners
1000 Cecil G. Costin Sr., Blvd.
Port St. Joe, Florida 32456

Date: _____

The undersigned, as Proposer, here declares that the only person(s) interested in this proposal, as principal, are named herein and that no person other than herein mentioned has any interest in Proposer, this proposal or in the contract to be reached; that this proposal is made without connection with any other person, company or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Proposer further declares that it has examined the site of the work and informed himself fully of all conditions concerning the place where the work is to be done; and, if applicable, that it has examined the plans for the work and other contract documents relative thereto and has read all of the addenda furnished as acknowledged below; and that it has satisfied himself about the work to be performed. The Proposer also agrees to furnish the prescribed Performance and Payment Bonds as specified, and to furnish the required evidence of the specified insurance. The Proposer will acknowledge this Proposal by signing and completing the spaces provided below.

Authorized Signature of Proposer

Company Name

Printed Name

Address, Phone and Fax Numbers

PROPOSAL FEE/PRICE SCHEDULE

Percentage Fee (non-Medicaid Accounts)

The Proposer's fee for (non-Medicaid) services to be provided will be a percentage of actual dollars collected during the previous month. Proposer must submit a single PERCENTAGE FEE with their proposal.

Percentage Fee for non-Medicaid Services: _____

Proposal Medicaid Fee

The Proposer's fee for Medicaid accounts shall be a fixed or flat rate fee per Medicaid account processed.

Fixed/Flat Fee Per Medicaid Account: _____

Proposal Third Party Biller Fee

The Proposer's fee for Third Party Billing accounts shall be a [percentage of actual dollars collected during the previous month. The percentage amount is not to exceed 30%. Proposer must submit a single PERCENTAGE FEE with their proposal.

Percentage Fee for Third Party Billing: _____

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence of a Notary Public or other officer authorized to administer oaths)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer: _____

The Business Address: _____

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that “affiliate” is defined by the Statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Neither the Proposer or Vendor nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the Proposer or Vendor nor any affiliate of the Proposer or Vendor has been convicted of a public entity crime subsequent to July 1, 1989, ☐ YES ☐ NO, (Please check the box that applied to paragraph 6. If answer is NO, go on and complete paragraph).

There has been a conviction of a public entity crime by the Proposer or Vendor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or Vendor who is active in the management of the Proposer or Vendor or an affiliate of the Proposer or Vendor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

Sworn to and subscribed before me in the State and County first mentioned above on this ____ day of _____, 20____.

(affix seal)

Notary Public

My commission expires

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this price is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any Gulf County officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any Gulf County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

NAME

RELATIONSHIPS

Signature

Sworn to and subscribed before me in the State and County first mentioned above on this ____ day of _____, 20____.

(affix seal)

Notary Public

My commission expires

REFERENCES

The following is a list of at least five (5) references that Bidder has provided similar product or service in the past two (2) years.

Name of Firm, City, County or Agency: _____

Address: _____

Contact Name and Current Phone Number: _____

Name of Firm, City, County or Agency: _____

Address: _____

Contact Name and Current Phone Number: _____

Name of Firm, City, County or Agency: _____

Address: _____

Contact Name and Current Phone Number: _____

Name of Firm, City, County or Agency: _____

Address: _____

Contact Name and Current Phone Number: _____

Name of Firm, City, County or Agency: _____

Address: _____

Contact Name and Current Phone Number: _____

References and qualifications may be attached on separate pages.

COLLECTIONS AND BILLING METHODOLOGY

1. **DESCRIBE IN DETAIL THE PROVISION AND IMPLEMENTATION OF ACCOUNTS RECEIVABLE SYSTEM YOUR ORGANIZATION WILL UTILIZE (USE ANY OR ALL OF THE BELOW QUESTIONS TO ASSIST IN YOUR EXPLANATION OR ATTACH PROCEDURE TO THESE REQUIRED SHEETS:**

2. **TIMEFRAME TO PROVIDE INITIAL INVOICE: _____ DAYS UPON RECEIPT OF PATIENT INFORMATION.**
3. **TIMEFRAME TO FILE INSURANCE CLAIM FOR ALL PATIENTS: _____**
4. **TIMEFRAME TO FILE PAPERWORK TO MEDICARE, MEDICAID AND/OR INSURANCE COMPANY: _____**
5. **TIMEFRAME THAT CLAIMS WILL BE TURNED OVER WHEN DEEMED AS “NON-COLLECTABLE” _____**
6. **RESOURCE USED TO HANDLE THOSE “NON-COLLECTIBLE” ACCOUNTS:**

7. **TYPE OF EQUIPMENT, HARDWARE AND SOFTWARE REQUIRED, INCLUDING ANY COST ASSOCIATED WITH THE SAME:**

8. **OTHER CHARGES, OVERHEAD AND/OR ADMINISTRATIVE COSTS:**

9. **RECORDS RETENTION PERIOD: _____**
10. **BACK-UP SYSTEMS: _____**
11. **MAINTENANCE OF HARDWARE AND SOFTWARE FOR A/R SYSTEM AND COST:**

12. **TRAINING OF EMS EMPLOYEES ACCORDING TO STANDARDS AND COMPLIANCE GUIDELINES: _____**

13. REPORTS OFFERED TO COUNTY ON A MONTHLY BASIS, OR AS REQUESTED:

14. METHOD, POLICIES AND PROCEDURES AND TIME FRAME FOR THE FOLLOWING:

- a. VERIFICATION OF PCR INFORMATION:**
- b. VALIDATION OF PATIENT'S INSURANCE INFORMATION:**
- c. HCPCS CODING:**
- d. DATA ENTRY:**
- e. CLAIMS PROCESSING:**
- f. INVOICE/STATEMENT GENERATION:**
- g. PAYMENT POSTING:**
- h. PAYMENT REMITTANCE TO THE COUNTY**
- i. ACCOUNT FOLLOW-UP:**
- j. CITIZEN SATISFACTION SURVEYS**
- k. APPEAL PROCESSING:**
- l. MEDICARE CLAIMS PROCESSING AND FOLLOW-UP:**
- m. MEDICAID CLAIMS PROCESSING AND FOLLOW-UP:**
- n. CO-INSURANCE/SUPPLEMENTAL INSURANCE PROCESSING:**
- o. PRIVATE PAY ACCOUNT PROCESSING AND FOLLOW-UP**
- p. PROCESSES TO IDENTIFY WRITE-OFFS, FINANCIAL HARDSHIPS, ACCOUNTS TO TURN OVER TO COLLECTIONS:**
- q. REFUND POLICIES AND PROCEDURES:**